

RECEIVED  
EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.  
2005 MAY 26 10:36  
ATTORNEYS AT LAW  
900 COMERICA BUILDING  
KALAMAZOO, MICHIGAN 49007-4752  
TELEPHONE (269) 381-8844  
FACSIMILE (269) 381-8822  
T.R.A. DEC 11 2005

PAID T.R.A.

Chk # 19636

Amount 50.00

Rcvd By JR

Date 5-26-05

GEORGE H. LENNON  
DAVID G. CROCKER  
MICHAEL D. O'CONNOR  
HAROLD E. FISCHER, JR.  
LAWRENCE M. BRENTON  
GORDON C. MILLER  
GARY P. BARTOSIEWICZ  
BLAKE D. CROCKER

ROBERT M. TAYLOR  
RON W. KIMBREL  
PATRICK D. CROCKER  
RUSSELL B. BAUGH  
ANDREW J. VORBRICH  
TYREN R. CUDNEY  
STEVEN M. BROWN  
KRISTEN L. GETTING

OF COUNSEL  
THOMPSON BENNETT  
JOHN T. PETERS, JR.

VINCENT T. EARLY  
(1922 - 2001)  
JOSEPH J. BURGIE  
(1926 - 1992)

May 25, 2005

Joe Werner, Chief  
Telecommunications Division  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243

RE IBFA Acquisition Company, LLC

05-00151

Dear Mr. Werner

Enclosed for filing with the Regulatory Authority, please find an original and thirteen (13) copies of the above captioned corporation's APPLICATION FOR CERTIFICATE TO PROVIDE COMPETING LOCAL AND INTEREXCHANGE TELECOMMUNICATION SERVICES, along with a check in the amount of \$50.00 for filing fees relating to same.

Also enclosed is an exact duplicate of this letter. Please date-stamp the duplicate and return same to me in the enclosed postage-paid envelope.

Please contact the undersigned should you have any questions or concerns.

Very truly yours,

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

Patrick D. Crocker

PDC/bmr

enc

**BEFORE THE TENNESSEE REGULATORY AUTHORITY**

**IN THE MATTER OF THE APPLICATION  
OF IBFA ACQUISITION COMPANY, LLC  
FOR A CERTIFICATE TO PROVIDE  
COMPETING LOCAL TELECOMMUNICATIONS  
AND INTEREXCHANGE SERVICES**

**APPLICATION FOR CERTIFICATE TO PROVIDE  
COMPETING LOCAL TELECOMMUNICATIONS AND INTEREXCHANGE SERVICES**

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), IBFA Acquisition Company, LLC, ("IBFA") respectfully requests that the Tennessee Regulatory Authority ("TRA") grant to IBFA authority to provide competing local telecommunications interexchange services, including facilities-based and resold local exchange, exchange access, and interexchange telecommunications services, within the State of Tennessee IBFA is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing local telecommunications services TCA 65-4-201

In support of its Application, IBFA submits the following.

**1. The full name and address of the Applicant is:**

IBFA Acquisition Company, LLC  
1850 Howard Street, Unit C  
Elk Grove Village, IL 60007  
Telephone (847) 685-8600  
Facsimile (847) 685-8680

**A Questions regarding this application should be directed to**

Patrick D Crocker  
Early, Lennon, Crocker & Bartosiewicz, P L C.  
900 Comerica Building  
Kalamazoo, MI 49007  
Telephone (269) 381-8844  
Facsimile (269) 381-8822  
Email pcrocker@earlylennon.com

B     Contact name and address at the Company is.

Casey Wojciechowski  
1850 Howard Street, Unit C  
Elk Grove Village, IL 60007  
Park Ridge, IL 60068  
Telephone     (847) 685-8600  
Facsimile     (847) 685-8680

**2.     Organizational Chart of Corporate Structure: Include any pertinent acquisition or merger information.**

See Exhibit A

**3.     Corporate information:**

IBFA Acquisition Company, LLC is a limited liability company organized in the State of Michigan. A copy of IBFA's Articles of Organization is provided in Exhibit B

A copy of IBFA's Authority to transact business in the State of Tennessee is provided in Exhibit C

The names and addresses of the principal corporate officers are provided in Exhibit D

There are no officers in Tennessee.

The biographies of the members and any other key technical staff are in Exhibit E

**4.     IBFA possesses the managerial, technical, and financial ability to provide local telecommunications service in the State of Tennessee as demonstrated below:**

A     Financial Qualifications

In support of its financial qualifications, IBFA submits financial statements for the two months ending February 28, 2005 in Exhibit F. Also included are 3-year projections including income statements, balance sheets, and statements of cash flow

Exhibit G is a capital expenditures budget indicating type of equipment to be purchased, cost, and sources for funding of projected capital expenditures

IBFA's financials nor their projected financials reflect any revenues or expenses associated with reciprocal compensation

Irrevocable letter of credit is provided as Exhibit H

B     Managerial Ability

As shown in Exhibit E to this Application, IBFA has the managerial expertise to successfully operate a telecommunications enterprise in Tennessee. As described in the attached biographical information, IBFA's management team has extensive management and business experience in telecommunications

C     Technical Qualifications:

IBFA services will satisfy the minimum standards established by the TRA. The Company will file and maintain tariffs in the manner prescribed by the TRA and will meet minimum basic local standards, including quality of service and billing standards required of all LEC'S regulated by the TRA. Applicant will not require customers to purchase CPE, which cannot be used with the Incumbent Local Exchange Carrier's systems. As noted in the biographies Exhibit E of the principal officers, the officers have several years of telecommunications expertise. Thus, IBFA is certainly technically qualified to provide local exchange service in Tennessee.

**5.     Proposed Service Area:**

IBFA is filing nationwide for authority to provide interexchange telecommunications services and is currently authorized in Colorado, District of Columbia, Idaho, Indiana, Iowa, Michigan, Montana, New Jersey, North Dakota, Texas, Utah, Virginia, and Wisconsin.

IBFA is currently not authorized to provide local exchange services in any jurisdiction, but has filed applications in Arkansas, California, Florida, Illinois, Kentucky, Michigan, New York, and Texas and intends to file applications contemporaneously with this filing in the states of Connecticut, Georgia, Missouri, and North Carolina.

The applicant proposes to offer its services throughout the State of Tennessee. IBFA intends to provide service in the areas currently being served by Bell South and Sprint/United, which are designated open to competition. IBFA intends to offer this broad range of telecommunications services through the use of its own facilities, resold facilities, and through a combination of these provisioning methods using the unbundled network element platform (UNE-P). IBFA anticipates collocating DSLAMS and other related electronic equipment in the central offices of the ILECs.

Applicant will also resell interexchange long distance services to business and residential customers throughout the entire state of Tennessee.

**6.     Types of Local Exchange Service to be provided:**

IBFA expects to offer a broad variety of local exchange services, primarily to residential customers in Tennessee. IBFA's initial line of local services will be comparable to that currently offered by the incumbent LECs. Initially IBFA plans to offer basic access line service, Optional Calling Features, Directory Assistance, Directory Services, and Operator Services, as well as all services required under Chapter 1220-4-8-.04 (3) (6) and (2).

**7.     Repair and Maintenance:**

IBFA understands the importance of effective customer service for local service customers. IBFA has made arrangements for its customers to call the company at its toll-free customer service number (800) 362-3276. In addition, customers may contact the company in writing at the headquarters address. The toll free customer service number will be printed on the customer's monthly billing statements. The Tennessee contact person knowledgeable about provider's operations is Casey Wojciechowski, reference (1 B ) above.

Grant of the Application will further the goals of the Tennessee Legislature and further the public interest by expanding the availability of competitive telecommunications services in the State of Tennessee. In addition, intrastate offering of these services is in the public interest because the services will provide Tennessee customers increased efficiencies and cost savings. Authorizing IBFA to provide local exchange telecommunications services will enhance materially the telecommunications infrastructure in the State of Tennessee and will facilitate economic development.

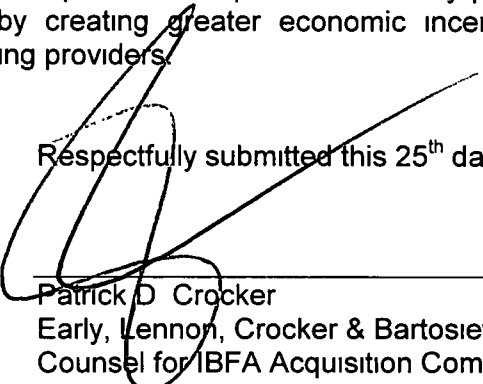
In particular, the public will benefit both directly, through the use of the competitive services to be offered by IBFA and indirectly, because IBFA's presence in Tennessee will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service. Grant of this Application will further enhance the service options available to Tennessee citizens for the reasons set forth above.

8. **Small and Minority-Owned Telecommunications Business Participation Plan: (65-5-212):** is provided in Exhibit I
9. **Toll Dialing Parity Plan:** is provided as Exhibit J
10. Applicant has served notice of this application to the eighteen (18) incumbent local exchange telephone companies in Tennessee with a statement regarding the company's intention of operating geographically. See Exhibit K for the list.
11. **Numbering Issues:** Statement provided in Exhibit L
12. **Tennessee Specific Operational Issues:** Statements provided in Exhibit M
13. **Miscellaneous:**
  - A Sworn Pre-filed testimony Exhibit N
  - B Applicant does not require customer deposits
  - C As of now IBFA has not been subject to complaints in any of the states in which we are doing business
  - D Applicant will file a local exchange tariff for Commission approval prior to commencing operations in Tennessee
  - E Number of employees Applicant has ten employees during this start-up phase
  - F Employer Identification Number (E.I.N.) 14-1921050
  - G The descriptions, regulations, and rates applicable to the furnishing of resold interexchange services in Tennessee are attached hereto as Exhibit O

## CONCLUSION

IBFA respectfully requests that the TRA enter an order granting it a certificate of convenience and necessity to operate as a competing telecommunications service provider and authority to provide a full range of local exchange service on a resale basis throughout the State of Tennessee in the service areas of Bell South, GTE and Sprint and any other ILEC that does not enjoy a rural exemption under Section 251(f) of the Telecommunications Act of 1996. For the reasons stated above, IBFA's provision of these services would promote the public interest by providing high-quality service at competitive prices and by creating greater economic incentives for the development and improvement for all competing providers.

Respectfully submitted this 25<sup>th</sup> day of May 2005



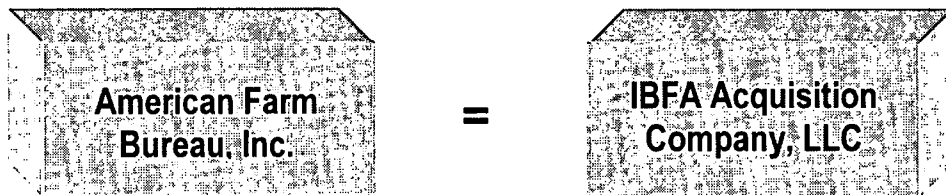
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Patrick D. Crocker  
Early, Lennon, Crocker & Bartosiewicz, P L C.  
Counsel for IBFA Acquisition Company, LLC  
900 Comerica Building  
Kalamazoo, MI 49007  
Telephone 269-381-8844  
Facsimile 269-381-8822

## EXHIBIT A

### Company Structure

Company is a limited liability company organized under the laws of the State of Michigan



The president and managing member of IBFA Acquisition Company, LLC ("IBFA") created and managed the telecommunications services offered by American Farm Bureau, Inc since the inception of the Farm Bureau Connection Program IBFA is in the process of continuing the Farm Bureau Connection Program and seeks authority, by way of a separate application filed contemporaneously with this application to mirror service authority held by American Farm Bureau, Inc in the state of Tennessee

|                  |
|------------------|
| <b>EXHIBIT B</b> |
|------------------|

**Articles of Organization**



# ***Michigan Department of Consumer and Industry Services***

## ***Filing Endorsement***

***This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORG.  
for  
IBFA ACQUISITION COMPANY, LLC***

***ID NUMBER: B3603R***

***received by facsimile transmission on July 26, 2004 is hereby endorsed filed on  
July 27, 2004 by the Administrator. The document is effective on the date filed,  
unless a subsequent effective date within 90 days after received date is stated in the  
document.***



***In testimony whereof, I have hereunto set my  
hand and affixed the Seal of the Department,  
in the City of Lansing, this 27th day  
of July, 2004.***

***, Director***

***Bureau of Commercial Services***

BCGICQ-715 (Rev. 12/03)

| MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH<br>BUREAU OF COMMERCIAL SERVICES |  |                   |
|---|--|-------------------|
| Date Received   | (FOR BUREAU USE ONLY)  |                   |
|   | This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document. |                   |
| Name<br>Patrick D. Crocker  |  |                   |
| Address<br>900 Comerica Bldg  |  |                   |
| City<br>Kalamazoo   | State<br>MI  | Zip Code<br>49007 |
| EFFECTIVE DATE:   |  |                   |

Document will be returned to the name and address you enter above.  
If left blank document will be mailed to the registered office.

**CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION**  
**For use by Limited Liability Companies**

(Please read information and instructions on reverse side)

*Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned limited liability company executes the following Certificate of Amendment:*

- 1 The present name of the limited liability company is.  
AFBI ACQUISITION COMPANY, LLC
- 2 The identification number assigned by the Bureau is: B3603R
- 3 The date of filing of its original Articles of Organization was: 5/25/04

- 4 Article 1 of the Articles of Organization is hereby amended to read as follows:  
The name of the Limited Liability Company is to be IBFA ACQUISITION COMPANY, LLC.

- 5 ☐ The amendment was approved by a majority in interest if an operating agreement authorizes amendment of the articles of organization by majority vote.  
☒ The amendment was approved by unanimous vote of all of the members entitled to vote.

This Certificate is hereby signed as required by Section 103 of the Act

Signed this 26th day of July, 2004  
By \_\_\_\_\_  
(Signature of Member, Manager, or authorized agent)  
Patrick D. Crocker  
(Type or Print Name and capacity)

# *Michigan Department of Consumer and Industry Services*

## *Filing Endorsement*

***This is to Certify that the ARTICLES OF ORGANIZATION (DOMESTIC L.L.C.)***

***for***

***AFBI ACQUISITION COMPANY, LLC***

***ID NUMBER: B3603R***

***received by facsimile transmission on May 21, 2004 is hereby endorsed filed on  
May 25, 2004 by the Administrator. The document is effective on the date filed,  
unless a subsequent effective date within 90 days after received date is stated in the  
document.***



***In testimony whereof, I have hereunto set my  
hand and affixed the Seal of the Department,  
in the City of Lansing, this 25th day  
of May, 2004.***

***, Director***

***Bureau of Commercial Services***

BCS/CD-700 (Rev. 12/03)

| MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH<br>BUREAU OF COMMERCIAL SERVICES |  |                   |
|---|--|-------------------|
| Date Received   | (FOR BUREAU USE ONLY)  |                   |
|   | This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document. |                   |
| Name<br>Patrick D. Crocker  |  |                   |
| Address<br>900 Comerica Building  |  |                   |
| City<br>Kalamazoo   | State<br>MI  | Zip Code<br>49007 |
| EFFECTIVE DATE  |  |                   |

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

**ARTICLES OF ORGANIZATION****For use by Domestic Limited Liability Companies**

(Please read information and instructions on last page)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Articles.

**B****ARTICLE I**The name of the limited liability company is: **AFBI ACQUISITION COMPANY, LLC****ARTICLE II**

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan

**ARTICLE III**

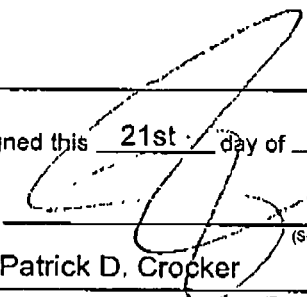
The duration of the limited liability company if other than perpetual is:

**ARTICLE IV**

1. The street address of the location of the registered office is:

151 South Rose Street, 900 Comerica Bldg Kalamazoo, Michigan 49007  
(Street Address) (City) (ZIP Code)

2 The mailing address of the registered office if different than above:

, Michigan  
(Street Address or P.O. Box) (City) (ZIP Code)3 The name of the resident agent at the registered office is: **Patrick D. Crocker****ARTICLE V** (Insert any desired additional provision authorized by the Act, attach additional pages if needed )Signed this 21st day of May, 2004By   
(Signature(s) of Organizer(s))  
Patrick D. Crocker  
(Type or Print Name(s) of Organizer(s))

|                  |
|------------------|
| <b>EXHIBIT C</b> |
|------------------|

**Certificate of Authority to Transact Business**

**Secretary of State**

**Division of Business Services**

**312 Eighth Avenue North**

**6th Floor, William R. Snodgrass Tower**

**Nashville, Tennessee 37243**

**DATE: 03/09/05**

**REQUEST NUMBER: 5380-1043**

**TELEPHONE CONTACT: (615) 741-2286**

**FILE DATE/TIME: 03/07/05 1006**

**EFFECTIVE DATE/TIME: 03/07/05 1006**

**CONTROL NUMBER: 0489144**

**TO:**

**CORPORATION GUARANTEE AND TRUST CO  
2 GREENWOOD SQ S110  
3331 STREET ROAD  
BENSALEM, PA 19020**

**RE:**

**IBFA ACQUISITION COMPANY, LLC  
APPLICATION FOR CERTIFICATE OF AUTHORITY -  
LIMITED LIABILITY COMPANY**

**WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED LIMITED LIABILITY COMPANY  
CERTIFICATE OF AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED  
ABOVE.**

**A LIMITED LIABILITY COMPANY ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF  
STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF TH**

**LIMITED LIABILITY COMPANY'S FISCAL YEAR. ONCE THE FISCAL YEAR HAS BEEN  
ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH WRITTEN NOTIFICATION. THIS OFFICE  
WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE LIMITED  
LIABILITY COMPANY AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING  
ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO  
MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE LIMITED LIABILITY  
COMPANY TO ADMINISTRATIVE REVOCATION OF ITS CERTIFICATE OF AUTHORITY.**

**WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE  
REFER TO THE LIMITED LIABILITY COMPANY CONTROL NUMBER GIVEN ABOVE.**

**FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -  
LIMITED LIABILITY COMPANY**

**ON DATE: 02/28/05**

**FROM:  
CORPORATION GUARANTEE AND TRUST CO/3331  
3331 STREET ROAD  
SUITE 110  
BENSALEM, PA 19020-0000**

**RECEIVED: FEES \$300.00 \$0.00  
TOTAL PAYMENT RECEIVED: \$300.00**

**RECEIPT NUMBER: 00003666075  
ACCOUNT NUMBER: 00362848**

*Riley C Darnell*

**RILEY C DARNELL  
SECRETARY OF STATE**



State of Tennessee



Department of State  
Corporate Filings  
312 Eighth Avenue North  
6th Floor, William R. Snodgrass Tower  
Nashville, TN 37243

APPLICATION FOR  
CERTIFICATE OF AUTHORITY  
(Limited Liability Company)

RECEIVED  
For Office Use Only  
STATE OF TENNESSEE

05 FEB 28 AM 9:07

FILEY DARNELL  
SECRETARY OF STATE

To the Secretary of State of the State of Tennessee:

Pursuant to the provisions of § 48-246-301 of the Tennessee Limited Liability Company Act, the undersigned hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth

1. The name of the Limited Liability Company is: IBFA ACQUISITION COMPANY, LLC

If different, the name under which the certificate of authority is to be obtained is: \_\_\_\_\_

**NOTE: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign Limited Liability Company if its name does not comply with the requirements of § 48-207-101 of the Tennessee Limited Liability Company Act. If obtaining a certificate of authority under an assumed Limited Liability Company name, an application must be filed pursuant to § 48-207-101(d).**

2 The state or country under whose law it is formed is: Michigan

3. The date of its organization is May 25, 2004 (must be month, day and year)

4 The complete street address (including zip code) of its principal office is:

1850 Howard Street, Unit C, Elk Grove Village, IL 60007  
Street City/State Zip Code

5. The complete street address (including the county and the zip code) of its registered office in Tennessee

315 Deaderick Street, Suite 1100, Nashville, TN 37238  
Street City/State County Zip Code

The name of its registered agent at that office is: Joseph Martin, Jr.

6. The number of members at the date of filing 2

7. If the limited liability company commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) \_\_\_\_\_

**NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of the Limited Liability Company records in the state or country under whose law it is organized. The certificate shall not bear a date of more than two (2) months prior to the date the application is filed in this state.**

Signature Date

2/8/05

Signer's Capacity

V.P.

IBFA ACQUISITION COMPANY, LLC  
Name of Limited Liability Company

Signature

James Grabowski  
Name (typed or printed)

## **EXHIBIT D**

### **Officers**

Casey Wojciechowski  
1850 Howard Street, Unit C  
Elk Grove Village, IL 60007

President

James Grabowski  
1850 Howard Street, Unit C  
Elk Grove Village, IL 60007

Vice President

Patrick D. Crocker  
Early, Lennon, Crocker & Bartosiewicz, P L C  
900 Comerica Building  
Kalamazoo, MI 49007

Secretary



## **EXHIBIT E**

### **Biographies**

### **Casey Wojciechowski, President**

Casey Wojciechowski's penchant for communications began in the United States Marine Corps more than 30 years ago where he served in aircraft communications managing one of the largest communications and navigation repair facilities in the Marines. After the service, Casey furthered his telecommunications expertise in the sales, marketing and management of the industry by focusing on Internet, data and voice applications for small to multi-million dollar businesses for both AT&T and MCI. As General Manager of American Farm Bureau Incorporated, Casey personally envisioned and launched Farm Bureau Connection®, a national long distance program. As a founding member and President of Applicant, Casey is responsible for all program operations, a national call center and customer service, compliance issues and contract negotiations regarding vendors, billing, taxes and product offering.

### **James Grabowski, Vice President**

|                     |  |
|---------------------|--|
| Jan 2005 – present  | Vice President of IBFA Acquisition Company, LLC                            |
| Sep 1996 – Dec 2004 | Owner of JG Core Group, a telecommunications consultant                    |
| 1991 – Sep 1996     | Vice President of Great Lakes Telecommunications, a long distance reseller |
| 1985 – 1991         | Vice President of Promotional Services Group, a sale promotion agency      |

### **Patrick D. Crocker, Secretary**

Professional experience includes 15 years experience as a practicing attorney specializing in the area of telecommunications and technology.

|                       |   |
|-----------------------|---|
| May 1989 —<br>Present | <b>Early, Lennon, Crocker &amp; Bartosiewicz, P.L.C.</b><br>Vice-President<br>Vice Chairman, Telecommunications and Technology Department |
|-----------------------|---|

- Provide regulatory, strategic and transactional legal services to over 100 public and private telecommunication and technology clients nationwide. Such services include
  - State and federal certification
  - Contract negotiations with underlying carriers
  - Business transactions
  - Formal and informal regulatory complaints
  - All stages of arbitration and litigation
  - Corporate Reorganization
  - Sale or acquisition of company assets, including customer base
  - Corporate mergers and acquisitions
  - Computer system contracts
  - Trademark licensing and registration
  - Entry into the electric resale market
  - Nationwide carrier compliance

### **EDUCATION**

University of Michigan, BA 1986  
University of Detroit, School of Law, JD 1989

## EXHIBIT F

### Financial Qualifications

Estimated cost of network, switches, and unbundled network elements (UNE's)

**Applicant anticipates no equipment expenses.**

Most recent audited financial statements

- A Balance Sheet
- B Income statement
- C Statement of Cash Flows

**IBFA was organized on May 25, 2004 and has not yet begun to provide service in any jurisdiction. As such, unaudited financials for the two-month period ending February 28, 2005 are attached.**

Projected financial statements (three (3) years)

- A Balance Sheet
- B Income Statement
- C Statement of Cash Flows

**Attached hereto.**

Please quantify amounts included in financial statements and projections relating to reciprocal compensation for terminating ISP traffic

**No amounts are projected for such traffic.**

TCA §65-4-125 amendment states that by September 1, 2000, all telecommunications service providers subject to the control and jurisdiction of the authority, except those owners or operators of public telephone service who pay annual inspection and supervision fees pursuant to Tennessee Code Annotated, §65-7-301(b), or any telecommunications services provider that owns and operates equipment facilities in Tennessee with a value of more than 5 million (\$5,000,000), shall file with the authority a corporate surety bond or irrevocable line of credit in the amount of twenty thousand dollars (\$20,000) to secure the payment of any monetary sanction imposed in any enforcement proceeding, brought under this title or the Consumer Telemarketing Protection Act of 1990, by or on behalf of the authority

**Please refer to Exhibit H**

ACCOUNTANTS, COMPILATION REPORT

IBFA ACQUISITION COMPANY, LLC  
1850 HOWARD STREET, SUITE C  
ELK GROVE VILLAGE IL 60007

WE HAVE COMPILED THE ACCOMPANYING BALANCE SHEET AND STATEMENT OF EARNINGS AS LISTED BELOW.

BALANCE SHEET  
STATEMENT OF EARNINGS

FEBRUARY 28, 2005  
FOR THE TWO MONTHS ENDED  
FEBRUARY 28, 2005

A COMPILATION IS LIMITED TO PRESENTING IN THE FORM OF FINANCIAL STATEMENTS INFORMATION THAT IS THE REPRESENTATION OF THE BUSINESS ENTITY. WE HAVE NOT AUDITED OR REVIEWED THE ACCOMPANYING FINANCIAL STATEMENTS AND, ACCORDINGLY, DO NOT EXPRESS AN OPINION OR ANY OTHER FORM OF ASSURANCE ON THEM. ALL INFORMATION INCLUDED IN THESE FINANCIAL STATEMENTS IS THE REPRESENTATION OF IBFA ACQUISITION COMPANY, LLC.

THE ENTITY HAS ELECTED TO OMIT SOME OF THE DISCLOSURES AND THE STATEMENT OF CHANGES IN FINANCIAL POSITION REQUIRED BY GENERALLY ACCEPTED ACCOUNTING PRINCIPLES. IF THE OMITTED DISCLOSURES WERE INCLUDED AND THE STATEMENT OF CHANGES IN FINANCIAL POSITION WAS PRESENTED, THEY MIGHT INFLUENCE THE USER'S CONCLUSIONS ABOUT THE COMPANY'S FINANCIAL POSITION, RESULTS OF OPERATIONS, AND CHANGES IN FINANCIAL POSITION. ACCORDINGLY, THESE FINANCIAL STATEMENTS ARE NOT DESIGNED FOR THOSE WHO ARE NOT INFORMED ABOUT SUCH MATTERS.

MANAGEMENT ACCOUNTING SERVICES LTD.  
14N859 ROUTE 25  
EAST DUNDEE, IL 60118  
847-428-5050  
MARCH 28, 2005

IBFA ACQUISITION COMPANY, LLC  
1850 HOWARD STREET, SUITE C  
ELK GROVE VILLAGE IL 60007

BALANCE SHEET  
February 28, 2005

ASSETS

CURRENT ASSETS

|                              |                 |
|------------------------------|-----------------|
| CASH IN BANK – CHECKING      | \$ 67,936 97    |
| ACCOUNTS RECEIVABLE - USAC   | 73,837.82       |
| ACCOUNTS RECEIVABLE - TRADE  | 786,958 50      |
| ACCOUNTS RECEIVABLE - SELLER | <u>8,748 83</u> |

|                      |               |
|----------------------|---------------|
| TOTAL CURRENT ASSETS | \$ 937,482 12 |
|----------------------|---------------|

PROPERTY AND EQUIPMENT

|           |                      |
|-----------|----------------------|
| EQUIPMENT | <u>\$ 214,000 00</u> |
|           | \$ 214,000.00        |

|                    |               |
|--------------------|---------------|
| TOTAL PROP & EQUIP | \$ 214,000 00 |
|--------------------|---------------|

OTHER ASSETS

|          |                        |
|----------|------------------------|
| GOODWILL | <u>\$ 1,086,000 00</u> |
|          | \$ 1,086,000 00        |

|                    |                        |
|--------------------|------------------------|
| TOTAL OTHER ASSETS | <u>\$ 1,086,000 00</u> |
|--------------------|------------------------|

|              |                        |
|--------------|------------------------|
| TOTAL ASSETS | <u>\$ 2,237,482 12</u> |
|--------------|------------------------|

SEE ACCOUNTANTS' COMPILATION REPORT

IBFA ACQUISITION COMPANY, LLC  
1850 HOWARD STREET, SUITE C  
ELK GROVE VILLAGE IL 60007

BALANCE SHEET  
February 28, 2005

LIABILITIES AND  
PARTNERS' CAPITAL

CURRENT LIABILITIES

|                           |                   |               |
|---------------------------|-------------------|---------------|
| ACCOUNTS PAYABLE          | \$ 146,214 49     |               |
| ACCRUED USAGE TAX         | <u>110,875 10</u> |               |
| TOTAL CURRENT LIABILITIES |                   | \$ 257,089 59 |

NOTES PAYABLE

|                                 |                  |                        |
|---------------------------------|------------------|------------------------|
| NOTE PAYABLE - DES PLAINES BANK | \$ 410,000.00    |                        |
| NOTE PAYABLE - SELLER           | 890,000.00       |                        |
| NOTE PAYABLE - J GRABOWSKI      | 25,500.00        |                        |
| NOTE PAYABLE - C WOJCIECHOWSKI  | <u>25,500 00</u> |                        |
| TOTAL NOTES PAYABLE             |                  | \$ <u>1,351,000 00</u> |

|                   |  |                 |
|-------------------|--|-----------------|
| TOTAL LIABILITIES |  | \$ 1,608,089.59 |
|-------------------|--|-----------------|

PARTNERS' CAPITAL

|                         |               |                      |
|-------------------------|---------------|----------------------|
| RETAINED EARNINGS       | \$ 629,392.53 |                      |
| TOTAL PARTNERS' CAPITAL |               | \$ <u>629,392 53</u> |

|                                |  |                        |
|--------------------------------|--|------------------------|
| TOTAL LIAB & PARTNERS' CAPITAL |  | \$ <u>2,237,482 12</u> |
|--------------------------------|--|------------------------|

SEE ACCOUNTANTS' COMPILATION REPORT

IBFA ACQUISITION COMPANY, LLC  
1850 HOWARD STREET, SUITE C  
ELK GROVE VILLAGE IL 60007

STATEMENT OF CHANGES IN PARTNERS' CAPITAL

PARTNERS' CAPITAL-February 28, 2005

|                          |                      |
|--------------------------|----------------------|
| ADD: NET INCOME / (LOSS) | <u>629,392 53</u>    |
| PARTNERS' CAPITAL - END  | <u>\$ 629,392 53</u> |

SEE ACCOUNTANTS' COMPILATION REPORT

IBFA ACQUISITION COMPANY, LLC  
1850 HOWARD STREET, SUITE C  
ELK GROVE VILLAGE IL 60007

STATEMENT OF EARNINGS

|                              | 2 Months Ended<br>Feb. 28, 2005 | Pct          |
|------------------------------|---------------------------------|--------------|
| INCOME                       |                                 |              |
| SALES – INTERNET             | \$ 18,786 15                    | 1 85         |
| SALES – ACCESS FEES          | 59,143.50                       | 5 81         |
| SALES – LOCAL                | 79,002.15                       | 7 77         |
| SALES – LD USAGE             | 601,605 18                      | 59.13        |
| BILLING FEES                 | 56,523 75                       | 5.56         |
| SALES – USAC                 | 91,454.31                       | 8.99         |
| USAGE TAX                    | <u>110,875 10</u>               | <u>10 90</u> |
| TOTAL TNCOME                 | \$ 1,017,390 14                 | 100.00       |
| DIRECT COSTS                 |                                 |              |
| USAC EXPENSES                | \$ 17,616.49                    | 1 73         |
| CARRIER COSTS                | 68,818.08                       | 6.76         |
| BILLING EXPENSE              | 52,677.42                       | 5 18         |
| CHECK PROCESSING             | 9,778 73                        | 0 96         |
| USAGE TAX                    | <u>110,875 10</u>               | <u>10 90</u> |
| TOTAL DIRECT COSTS           | \$ 259,765 82                   | 25.53        |
| GROSS PROFIT                 | \$ 757,624.32                   | 74.47        |
| OPERATING EXPENSES           |                                 |              |
| BANK CHARGES                 | 100.18                          | 0.01         |
| CONSULTING                   | 40,000.00                       | 3.93         |
| FREIGHT AND DELIVERY         | 581.07                          | 0 06         |
| INSURANCE – HOSPTTALIZATION  | 2,777 41                        | 0 27         |
| OFFICE MAINTENANCE           | 975 00                          | 0 10         |
| OFFICE SUPPLIES              | 78.56                           | 0.01         |
| OUTSIDE LABOR                | 16,894 93                       | 1 66         |
| PAYROLL SERVICE              | 64 97                           | 0 01         |
| PROFESSIONAL FEES            | 850.00                          | 0 08         |
| RENT                         | 4,997.51                        | 0.49         |
| REPAIRS                      | 90.20                           | 0.01         |
| SALARY – GENERAL             | 35,500.38                       | 3 49         |
| SALES EXPENSE                | 2,681.88                        | 0 26         |
| TECH SUPPORT                 | 38 60                           | 0 00         |
| TAXES – FICA                 | 2,715 83                        | 0.27         |
| TAXES – STATE U/C            | 1,668 54                        | 0 16         |
| TAXES – FEDERAL U/C          | 283.98                          | 0.03         |
| TAXES – FRANCHISE            | 15,696 00                       | 1.54         |
| TELEPHONE                    | 68 74                           | 0 01         |
| TELEPHONE ANSWERING SERVICES | 100.75                          | 0.01         |
| VERIFICATION EXPENSE         | 386.30                          | 0.04         |
| UTILITIES – ELECTRIC         | 741.89                          | 0.07         |
| UTILITIES – GAS              | <u>939.07</u>                   | <u>0 09</u>  |
| TOTAL OPERATING EXPENSES     | <u>128,231.79</u>               | <u>12 60</u> |
| OPERATING PROFIT OR (LOSS)   | \$ 629,392 53                   | 61.86        |

SEE ACCOUNTANTS' COMPILATION REPORT



|                                |                      |              |
|--------------------------------|----------------------|--------------|
| DEPRECIATION/AMORTIZATION      |                      |              |
| PROFIT /(LOSS) AFTER DEP/AMORT | \$ 629,392.53        | 61.86        |
| OTHER INCOME AND (EXPENSE)     |                      |              |
| NET PFOFIT OR (LOSS)           | <u>\$ 629,392.53</u> | <u>61.86</u> |

SEE ACCOUNTANTS' COMPILATION REPORT

## IBFA ACQUISITION COMPANY, LLC

| Description                             | Month 1            | Month 2            | Month 3            | Month 4            | Month 5            | Month 6            | Month 7            | Month 8            | Month 9            | Month 10           | Month 11           | Month 12           |
|---|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Beginning Cash A/R                      | 200,000<br>610,440 | 220,527<br>613,500 | 241,098<br>616,568 | 261,706<br>619,650 | 282,347<br>622,749 | 322,520<br>625,862 | 112,719<br>628,992 | 192,942<br>632,137 | 273,185<br>635,297 | 348,444<br>638,474 | 413,715<br>641,666 | 493,994<br>644,874 |
| Operating Expenses                      | 71,850             | 72,569             | 73,294             | 74,027             | 74,767             | 75,515             | 76,270             | 77,033             | 77,803             | 78,581             | 79,367             | 80,161             |
| Uncollectables                          | 3,052              | 3,068              | 3,083              | 3,098              | 3,114              | 3,129              | 3,145              | 3,181              | 3,176              | 3,192              | 3,208              | 3,224              |
| License & Filing Fees                   | 19,500             | 19,500             | 19,500             | 19,500             |                    | 250,000            |                    |                    |                    |                    |                    |                    |
| Purchase Installment Equipment Purchase |                    |                    |                    |                    |                    |                    |                    |                    | 5,000              | 15,000             |                    | 14,000             |
| Consulting                              | 40,000             | 40,000             | 40,000             | 40,000             | 40,000             | 40,000             |                    |                    |                    |                    |                    |                    |
| Carrier Costs                           | 403,012            | 405,033            | 407,058            | 409,093            | 411,139            | 413,194            | 415,260            | 417,337            | 419,423            | 421,520            | 423,628            | 425,746            |
| Billing & Processing Fees               | 52,498             | 52,761             | 53,025             | 53,290             | 53,556             | 53,824             | 54,093             | 54,364             | 54,636             | 54,909             | 55,183             | 55,459             |
| Month End Cash                          | 220,527            | 241,098            | 261,706            | 282,347            | 322,520            | 112,719            | 192,942            | 273,185            | 348,444            | 413,715            | 493,994            | 560,278            |

| Description                             | Month 13           | Month 14           | Month 15           | Month 16           | Month 17           | Month 18           | Month 19           | Month 20           | Month 21           | Month 22           | Month 23             | Month 24             |
|---|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|----------------------|----------------------|
| Beginning Cash A/R                      | 560,278<br>848,099 | 640,563<br>651,339 | 470,844<br>654,596 | 531,618<br>657,869 | 611,880<br>661,158 | 692,126<br>664,464 | 758,353<br>667,786 | 838,555<br>671,125 | 918,728<br>674,481 | 998,868<br>677,853 | 1,078,971<br>681,243 | 1,159,031<br>684,649 |
| Operating Expenses                      | 80,962             | 81,772             | 82,590             | 83,416             | 84,250             | 85,092             | 85,943             | 86,803             | 87,761             | 88,547             | 89,433               | 90,327               |
| Uncollectables                          | 3,240              | 3,257              | 3,273              | 3,289              | 3,306              | 3,322              | 3,339              | 3,356              | 3,372              | 3,389              | 3,406                | 3,423                |
| License & Filing Fees                   |                    | 250,000            | 19,500             |                    |                    | 14,000             |                    |                    |                    |                    |                      |                      |
| Purchase Installment Equipment Purchase |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                      |                      |
| Consulting                              |                    |                    |                    |                    |                    |                    |                    |                    |                    |                    |                      |                      |
| Carrier Costs                           | 427,875            | 430,014            | 432,164            | 434,325            | 436,497            | 438,679            | 440,873            | 443,077            | 445,292            | 447,519            | 449,756              | 452,005              |
| Billing & Processing Fees               | 55,737             | 56,015             | 56,295             | 56,577             | 56,860             | 57,144             | 57,430             | 57,717             | 58,005             | 58,295             | 58,587               | 58,880               |
| Month End Cash                          | 640,563            | 470,844            | 531,618            | 611,880            | 692,126            | 758,353            | 838,555            | 918,728            | 998,868            | 1,078,971          | 1,159,031            | 1,239,045            |

| Description                             | Month 25             | Month 26             | Month 27             | Month 28             | Month 29             | Month 30             | Month 31             | Month 32             | Month 33             | Month 34             | Month 35             | Month 36             |
|---|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| Beginning Cash A/R                      | 1,239,045<br>686,361 | 1,242,143<br>688,077 | 1,245,248<br>689,797 | 1,248,361<br>691,521 | 1,251,482<br>693,250 | 1,254,611<br>694,983 | 1,257,747<br>696,721 | 1,260,892<br>698,462 | 1,264,044<br>700,209 | 1,267,204<br>701,959 | 1,270,372<br>703,714 | 1,273,548<br>705,473 |
| Operating Expenses                      | 90,553               | 90,779               | 91,006               | 91,234               | 91,462               | 91,690               | 91,920               | 92,149               | 92,380               | 92,611               | 92,842               | 93,074               |
| Uncollectables                          | 3,432                | 3,440                | 3,449                | 3,457                | 3,466                | 3,475                | 3,483                | 3,492                | 3,501                | 3,510                | 3,518                | 3,527                |
| License & Filing Fees                   |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |
| Purchase Installment Equipment Purchase |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |
| Consulting                              |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |                      |
| Carrier Costs                           | 453,135              | 454,268              | 455,404              | 456,542              | 457,683              | 458,828              | 459,975              | 461,125              | 462,277              | 463,433              | 464,592              | 465,753              |
| Billing & Processing Fees               | 59,027               | 59,175               | 59,323               | 59,471               | 59,620               | 59,769               | 59,918               | 60,068               | 60,218               | 60,369               | 60,520               | 60,671               |
| Month End Cash                          | 1,319,259            | 1,322,557            | 1,325,864            | 1,329,178            | 1,332,501            | 1,335,832            | 1,339,172            | 1,342,520            | 1,345,876            | 1,349,241            | 1,352,614            | 1,355,996            |

## EXHIBIT G

### Capital Expenditures Budget

Capital Expenditures Budget (3 years)

A Equipment to be deployed

**Applicant will deploy no equipment for this service offering.**

B. Cost of equipment

**Applicant will have no cost, as it will deploy no equipment.**

C. Sources for funding Tennessee network, equipment, UNE's, cash loan commitments, vendor credits, letter of credit, etc (complete detail)

**Please refer to Exhibit H**

## **EXHIBIT H**

### **Irrevocable Letter of Credit**

An original of the following Letter of Credit was sent directly to the TRA from Des Plaines National Bank on or around May 17, 2005



# Des Plaines National Bank

A Branch of Mount Prospect National Bank

## IRREVOCABLE LETTER OF CREDIT



Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

REFERENCE: Name of Company authorized by TRA. **IBFA Acquisition Company, LLC**  
Company ID # as assigned by the TRA. **0489144**  
Irrevocable Letter of Credit Number: **200507**  
Effective Date. **May 16, 2005**  
Expiration Date. **May 13, 2006**

Sir/Madam:

You have requested of Des Plaines National Bank, a branch of Mount Prospect National Bank, (the "Lender") that we establish an irrevocable letter of credit which will remain available on behalf of IBFA Acquisition Company, LLC (the "Company") who has applied to the Tennessee Regulatory Authority (the "TRA") for authority to provide telecommunications services in the state of Tennessee. The purpose of this letter of credit is to secure payment of any monetary sanction imposed against the Company, its representatives, successors or assigns, in any enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TRA.

We hereby establish and issue, in favor of the TRA, an irrevocable letter of credit in the amount of twenty thousand dollars (\$20,000 00) lawful money of the United States of America. The TRA may draw upon this letter of credit, at any time and from time to time, by delivering a Letter of Credit Notice, substantially in the form set forth below (a "Notice"), which Notice shall specify the amount (the "Draw Amount") to be drawn and the bank account (the "Bank Account") to which the Draw Amount should be delivered and shall be signed by an official designated and duly authorized by the TRA, to Lender at the address listed below, or to such other address as the Lender shall notify the TRA in writing by certified mail. Promptly after the delivery of each Notice, the Lender hereby covenants and agrees to deliver, by wire transfer of immediately available funds, the Draw Amount to the Bank Account.

This letter of credit shall be deemed automatically renewed without amendment for successive one-year periods and may be canceled by the Lender by giving thirty (30) days advanced written notice by certified mail of such cancellation to the TRA and the Company, it being understood that the Lender shall not be relieved of liability that may have accrued under this letter of credit prior to the date of cancellation.

The Lender hereby represents and warrants that it is qualified and authorized to issue this letter of credit and is a bank designated by the Treasurer of the State of Tennessee as an authorized depository bank for the deposit of state funds.

Except as otherwise expressly stated, this letter of credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision) International Chamber of Commerce Publication No. 500, or any revisions thereto.

Yours Very Truly,

Des Plaines National Bank, a branch of Mount Prospect National Bank

  
Name. **Gregory S. Hull**  
Title **Vice President**

Address of Lender: **701 Lee Street, Suite 150, Des Plaines, IL 60016**

**APPROVAL AND INDORSEMENT**

This is to certify that I have examined the foregoing letter of credit and found the same to be sufficient and in conformity to law and that the same has been filed with the Tennessee Regulatory Authority, State of Tennessee, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name:  
Title:

**FORM OF  
LETTER OF CREDIT NOTICE****COPY**

Des Plaines National Bank, a branch of Mount Prospect National Bank  
701 Lee Street, Suite 150  
Des Plaines, IL 60016

Re Irrevocable Letter of Credit No 200507

Dear Sir or Madam:

You are hereby notified, and the undersigned hereby certifies, that the undersigned is an official designated and duly authorized by the TRA to deliver this notice and that a monetary sanction in the amount of \$ \_\_\_\_\_ (the "Draw Amount") has been imposed against IBFA Acquisition Company, LLC, its representatives, successors or assigns, in an enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TRA.

Pursuant to that certain Irrevocable Letter of Credit referenced above, we hereby request that you deliver payment of the Draw Amount to the bank account listed below by wire transfer of immediately available funds:

Name of Bank Account. \_\_\_\_\_  
Account Number. \_\_\_\_\_  
ABA Routing Number. \_\_\_\_\_  
Reference \_\_\_\_\_  
Name of Contact. \_\_\_\_\_  
Telephone Number. \_\_\_\_\_  
Facsimile Number. \_\_\_\_\_

Please confirm receipt of this Notice and the Federal Reserve wire confirmation number of the delivery of the Draw Amount by sending a facsimile to the person at the number listed above.

Sincerely,

TENNESSEE REGULATORY AUTHORITY

Name.  
Title.

|                  |
|------------------|
| <b>EXHIBIT I</b> |
|------------------|

**Small and Minority-Owned Telecommunications  
Business Participation Plan**

|   |
|---|
| <p style="text-align: center;"><b>IBFA Acquisition Company, LLC</b></p> <p style="text-align: center;"><b>SMALL AND MINORITY-OWNED<br/>TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN</b></p> |
|---|

Pursuant to T C A §65-5-212, as amended, IBFA Acquisition Company, LLC ("IBFA") submits this small and minority-owned Telecommunications business participation plan (the "Plan") along with its Application for a Certificate of Public Convenience and Necessity to provide competing intrastate and local exchange services in Tennessee.

**I. PURPOSE**

The purpose of §65-5-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to Telecommunications service providers IBFA is committed to the goals of §65-5-212 and to taking steps to support the participation of small and minority-owned Telecommunications businesses in the Telecommunications industry IBFA will endeavor to provide opportunities for small and minority-owned Telecommunications businesses to compete for contracts and subcontracts for goods and services As part of its procurement process, IBFA will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to IBFA of such opportunities IBFA's representatives will contact the Department of Economic and Community Development, the administrator of the small and minority-owned Telecommunications assistance program, to obtain a list of qualified vendors Moreover, IBFA will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

**II. DEFINITIONS**

As defined in §65-5-212

*Minority-Owned Business* Minority-owned business shall mean a business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by



an individual who personally manages and controls daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000)

*Small Business* Small Business shall mean a business with annual gross receipts of less than four million dollars (\$4,000,000)

### **III. ADMINISTRATION**

IBFA's Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting IBFA's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be

Casey Wojciechowski, President  
IBFA Acquisition Company, LLC  
1850 Howard Street, Unit C  
Elk Grove Village, IL 60007  
Telephone (847) 685-8600

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with §65-5-212 and the rules and orders of the Tennessee Regulatory Authority
- (2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan
- (3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates
- (4) Serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in §65-5-212
- (5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts
- (6) Providing records and reports and cooperating in any authorized surveys as required by the Tennessee Regulatory Authority
- (7) Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses

- (8) Providing information and educational activities to persons within IBFA and training such persons to seek out, encourage, and promote the use of small and minority-owned businesses

In performance of these duties, the Administrator will utilize a number of resources, including

Chambers of Commerce  
The Tennessee Department of Economic and Community Development  
The United States Department of Commerce  
Small Business Administration  
Office of Minority Business  
The National Minority Supplier Development Counsel  
The National Association of Women Business Owners  
The National Association of Minority Contractors  
Historically Black Colleges, Universities, and Minority Institutions

The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small and minority-owned businesses assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

#### **IV. RECORDS AND COMPLIANCE REPORTS**

IBFA will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, IBFA will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan.

IBFA will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, IBFA will cooperate fully with any surveys and studies required by the Tennessee Regulatory Authority.

Dated May 25, 2005

By

IBFA Acquisition Company, LLC

Patrick D. Crocker, Secretary

## **EXHIBIT J**

### **Toll Dialing Parity Plan**

## **IBFA ACQUISITION COMPANY, LLC**

### **PROPOSED PLAN FOR PROVIDING TOLL DIALING PARITY**

#### **Introduction**

Section 251(b)(3) of the Telecommunications Act of 1996 (the "Act"), 47 USC §251(b)(3), requires each local exchange carrier ("LEC") to provide dialing parity to competing providers of telephone exchange service and telephone toll services. In order to ensure that each LEC is providing toll dialing parity, the Federal Communications Commission's ("FCC") regulations implementing the ACT, 48 CFR §52.213, require each LEC to file a plan for providing toll dialing parity with the state commission or the FCC. IBFA Acquisition Company, LLC ("IBFA") hereby files, for review by the Tennessee Regulatory Authority ("TRA"), its Proposed Plan for Providing Toll Dialing Parity.

#### **TOLL DIALING PARITY PLAN**

##### **Technical Implementation**

IBFA will be offering dialing parity for all toll calls. Each customer requesting IBFA local exchange service will be given the opportunity to affirmatively select a presubscribed carrier for intraLATA toll and interexchange toll calls. IBFA intends to utilize the underlying carrier's 2-PIC capabilities. This allows a customer to presubscribe to a preferred carrier for intraLATA toll calls and the same or different carrier for interLATA toll calls. IBFA will be implementing this plan upon receiving authority from the TRA to provide service. IBFA will initially be establishing service in the LATA served by Bell South.

##### **Business Office Practices**

IBFA will ensure that all customers are aware they have a choice of intraLATA, as well as interLATA toll carriers. In response to each request for IBFA service, an IBFA sales representative will inform the customer that IBFA will presubscribe the customer's toll service to both the intraLATA and the interLATA toll carrier(s) of the customer's choice. In this way, the customer knows that a choice can be made among intraLATA and interLATA toll carriers. All carriers will be treated on a

non-discriminatory basis and each customer will be given the opportunity to affirmatively select an intraLATA and interLATA toll carrier. IBFA will maintain a list of available toll carriers and keep it updated. IBFA will process a customer's PIC charge to a toll carrier other than IBFA in the same fashion and in the same time frames as a request to presubscribe to itself. Once an IBFA customer has chosen an intraLATA and interLATA toll carrier, the customer will be able to verify that selection at any time by dialing a toll free number. Customers will have access on a nondiscriminatory basis to telephone numbers, operator services, directory assistance, and directory listings. IBFA does not have a PIC change charge waiver period at this time.

In responding to a communication from another intraLATA and interLATA telecommunications carrier, IBFA's customer care representative will use an industry-standard Customer Account Record ("CARE") format to accept the required change. Such changes will be implemented only through a CARE request to ensure that changes are not made without appropriate authorization. Other carriers may submit a CARE request of IBFA either manually or electronically.

#### Anti-Slamming

IBFA will comply with the FCC's anti-slamming provisions, 47 CFR § 64-110-150. IBFA will make available a PIC-freeze option to requesting customers to protect the customer from unauthorized changes to its selected intraLATA and interLATA toll carrier.

## Dialing Plan

The following matrix outlines the proposed routing of calls

|                              |  |   |
|------------------------------|--|---|
| 0                            | IBFA local Operator Service                          |   |
| 00                           | Dial to presubscribed Toll Provider Operator Service |   |
| 1+10 digits                  |  | Dial to presubscribed intraLATA Toll Provider or interLATA Toll Provider Operator Service (depending on 10 digit number dialed)   |
| 10xxx or 101xxx+0            |  | Dial around presubscribed intraLATA or interLATA Toll Provider to alternate Toll Provider Operator Service identified by code used by xxx or xxix portion of dialing request)     |
| 10xxx or 101xxxx+0+10 digits |  | Dial around presubscribed intraLATA or interLATA Toll Provider to alternate Toll Provider Operator Service (identified by code used in xxx or xxix portion of dialing request)    |
| 10xxx or 101xxxx+1+10 digits |  | Dial around presubscribed intraLATA or interLATA Toll Provider to direct dial through alternate Toll Provider (identified by code used in xxx or xxix portion of dialing request) |

## Applicability

This plan for providing dialing parity is intended to apply to all dial tone lines provisioned by

IBFA IBFA will comply with all rules of the FCC and the TRA

## Conclusion

IBFA respectfully request that the TRA approve its proposed plan for providing toll-dialing parity

**EXHIBIT K**

**Notice of Application**

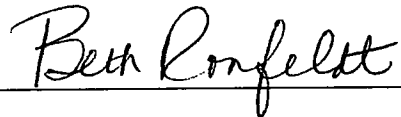
**CERTIFICATE OF SERVICE**

STATE OF MICHIGAN       )  
                                  )  
COUNTY OF KALAMAZOO   ) ss

Beth Ronfeldt, being duly sworn, deposes and states that on the 18<sup>th</sup> day of May 2005, served a copy of the NOTICE OF FILING of the APPLICATION OF IBFA ACQUISITION COMPANY, LLC FOR A CERTIFICATE TO PROVIDE COMPETING LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES via U.S Mail on the parties on the attached service list

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 25<sup>th</sup> day of May 2005 at Kalamazoo, Michigan.

  
\_\_\_\_\_



**BEFORE THE TENNESSEE REGULATORY AUTHORITY**

**IN THE MATTER OF THE APPLICATION  
OF IBFA ACQUISITION COMPANY, LLC  
FOR A CERTIFICATE TO PROVIDE  
COMPETING LOCAL TELECOMMUNICATIONS  
AND INTEREXCHANGE SERVICES**

**NOTICE OF FILING**

TO ALL INTERESTED PARTIES SET FORTH IN EXHIBIT K OF THIS APPLICATION

PLEASE TAKE NOTICE, that in accordance with the Tennessee Regulatory Authority Rules for the Provision of Competitive Intrastate Telecommunications Services, you are hereby given notice that on May 18, 2005, IBFA ACQUISITION COMPANY, LLC filed an Application for a Certificate of Public Convenience and Necessity to Provide Facilities-based AND Resold Local Exchange and Interexchange Telecommunications Services

This 25<sup>th</sup> day of May 2005

IBFA ACQUISITION COMPANY, LLC

BY

  
\_\_\_\_\_  
Patrick D. Crocker  
Early, Lennon, Crocker & Bartosiewicz, P.L.C.  
Its Attorneys

**LISTING**  
**INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS**  
**CERTIFICATED IN TENNESSEE**  
**(FACILITIES-BASED)**

---

- 1) **ARDMORE TELEPHONE COMPANY, INC.**  
P.O. Box 549  
517 Ardmore Avenue  
Ardmore, TN 38449  
(205) 423-2131  
(205) 423-2208 (Fax)
  
- 2) **BELLSOUTH**  
333 Commerce Street  
Nashville, TN 37201-3300  
(615) 214-3800  
(615) 214-8820 (Fax)
  
- 3) **CENTURY TELEPHONE OF ADAMSVILLE**  
P.O. Box 405  
116 N. Oak Street  
Adamsville, TN 38310  
(901) 632-3311  
(901) 632-0232 (Fax)
  
- 4) **CENTURY TELEPHONE OF CLAIBORNE**  
P.O. Box 100  
507 Main Street  
New Tazewell, TN 37825  
(423) 626-4242  
(423) 626-5224 (Fax)
  
- 5) **CENTURY TELEPHONE OF OOLTEWAH-COLLEGEDALE, INC.**  
P.O. Box 782  
5616 Main Street  
Ooltewah, TN 37363  
(423) 238-4102  
(423) 238-5699 (Fax)
  
- 6) **CITIZENS COMMUNICATIONS COMPANY OF TENNESSEE**  
P.O. Box 770  
300 Bland Street  
Bluefield, WV 24701

**LISTING**  
**INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS**  
**CERTIFICATED IN TENNESSEE**  
**(FACILITIES-BASED)**

---

- 7) **CITIZENS COMMUNICATIONS COMPANY OF THE VOLUNTEER STATE**  
P.O. Box 770  
300 Bland Street  
Bluefield, WV 24701
- 8) **LORETTO TELEPHONE COMPANY, INC.**  
P.O. Box 130  
Loretto, TN 38469  
(931) 853-4351  
(931) 853-4329 (Fax)
- 9) **MILLINGTON TELEPHONE COMPANY, INC.**  
P.O. Box 429  
4880 Navy Road  
Millington, TN 38083-0429  
(901) 872-3311  
(901) 873-0022 (Fax)
- 10) **SPRINT-UNITED**  
112 Sixth Street  
Bristol, TN 37620  
(423) 968-8161  
(423) 968-3148 (Fax)
- 11) **TDS TELECOM-CONCORD TELEPHONE EXCHANGE, INC.**  
P.O. Box 22610  
701 Concord Road  
Knoxville, TN 37933-0610  
(423) 966-5828  
(423) 966-9000 (Fax)
- 12) **TDS TELECOM-HUMPHREYS COUNTY TELEPHONE COMPANY**  
P.O. Box 552  
203 Long Street  
New Johnsonville, TN 37134-0552  
(931) 535-2200  
(931) 535-3309 (Fax)
- 13) **TDS TELECOM-TELLICO TELEPHONE COMPANY, INC.**  
P.O. Box 9

**LISTING**  
**INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS**  
**CERTIFICATED IN TENNESSEE**  
**(FACILITIES-BASED)**

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102 Spence Street  
Tellico Plains, TN 37385-0009  
(423) 671-4600  
(423) 253-7080 (Fax)

**14) TDS TELECOM-TENNESSEE TELEPHONE COMPANY**

P.O. Box 18139  
Knoxville, TN 37928-2139  
(423) 922-3535  
(423) 922-9515 (Fax)

**15) TEC-CROCKETT TELEPHONE COMPANY, INC.**

P.O. Box 7  
Friendship, TN 38034  
(901) 677-8181

**16) TEC-PEOPLE'S TELEPHONE COMPANY, INC.**

P.O. Box 310  
Erin, TN 37061  
(931) 289-4221  
(931) 289-4220 (Fax)

**17) TEC-WEST TENNESSEE TELEPHONE COMPANY, INC.**

P.O. Box 10  
244 E. Main Street  
Bradford, TN 38316  
(901) 742-2211  
(901) 742-2212 (Fax)

**18) UNITED TELEPHONE COMPANY**

P.O. Box 38  
120 Taylor Street  
Chapel Hill, TN 37034  
(931) 364-2289  
(931) 364-7202 (Fax)

## EXHIBIT L

### Numbering Issues

Please provide answers to the following questions concerning numbering within your proposed service area

- 1 What is your company's expected demand for NXXs per NPA within a year of approval of your application?

**The Company's expected demand for NXXs per NPA within a year of approval is 5,000.**

- 2 How many NXXs do you estimate that you will request from NANPA when you establish your service footprint?

**The Company will not order NXXs in blocks and estimates an aggregate amount consistent with the answer to Question 1 herein above.**

3. When and in what NPA do you expect to establish your service footprint?

**The Company intends to market service throughout the State of Tennessee. Accordingly, the Company's footprint shall initially include BellSouth.**

- 4 Will the company sequentially assign telephone numbers within NXXs?

**Yes.**

- 5 What measures does the company intend to take to conserve Tennessee numbering resources?

**The Company will assign numbers consistent with demand.**

- 6 When ordering new NXXs for growth, what percentage fill of an existing NXX does the company use to determine when a request for a new NXX will be initiated?

**Majority of NXX's will be existing customers.**

## EXHIBIT M

### Tennessee Specific Operational Issues

Please provide answers to the following questions concerning Tennessee Specific Operational Issues

- 1 How does the company intend to comply with TCA §65-21-114? In its description, please explain technically how the company will not bill for countywide calls within Tennessee

**Billing features will prevent the billing of countywide calls.**

- 2 Is the company aware of the Tennessee County Wide Calling database maintained by BellSouth and the procedures to enter your telephone numbers on the database?

**Yes.**

- 3 Is your company aware of the local calling areas provided by the Incumbent Local Exchange Carriers in your proposed services areas?

**Yes.**

- 4 Explain the procedures that will be implemented to assure that your customers will not be billed long distance charges for calls within the metro calling areas.

**Billing features will preclude such billing.**

- 5 Please provide the name and telephone number of an employee of your company that will be responsible to work with the TRA on resolving customer complaints

**Casey Wojciechowski**

**(847) 685-8600**

- 6 Does the company intend to telemarket its services in Tennessee? If yes, is the company aware of the telemarketing statutes and regulations found in TCA §65-4-401 *et seq* And Chapter 1220-4-11?

**Yes. The Company intends to telemarket its services and is aware of the telemarketing statutes and regulations.**

## **EXHIBIT N**

### **Pre-filed Testimony**

**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY**

**IN THE MATTER OF THE APPLICATION  
OF IBFA ACQUISITION COMPANY, LLC  
FOR A CERTIFICATE TO PROVIDE  
COMPETING LOCAL TELECOMMUNICATIONS  
AND INTEREXCHANGE SERVICES**

**PRE-FILED TESTIMONY OF CASEY WOJCIECHOWSKI**

I, Casey Wojciechowski, hereby testify as follows in support of the application of IBFA Acquisition Company, LLC ("IBFA") for a Certificate of convenience and necessity as a competing telecommunications services provider to provide telecommunication services throughout the State of Tennessee

Q Please state your full name, business address, and position

A My name is Casey Wojciechowski My business address is 1850 Howard Street, Unit C, Elk Grove Village, Illinois 60007 I am the President of IBFA Acquisition Company, LLC

A I am responsible for all program operations, a national call center and customer service, compliance issues and contract negotiations regarding vendors, billing, taxes and product offering I am also responsible for the management of 260 satellite network sites and the negotiation and maintenance of Farm Bureau's 1 5 million dollar per year data contract

Q Please describe your business experience and educational background

A My communications career began in the United States Marine Corps more than 30 years ago where I served in aircraft communications managing one of the largest communications and navigation repair facilities in the Marines After the service I furthered my telecommunication expertise in the sales, marketing and management of the industry by focusing on Internet, data and voice applications for small to multi-million dollar businesses for both AT&T and MCI As General Manager of American Farm Bureau, Inc , I personally envisioned and launched Farm Bureau Connection, a national long distance program.

Q Are all statements in IBFA's Application true and correct to the best of your knowledge, information and belief?

A Yes, to the best of my knowledge, information and belief all statements in IBFA's Application are true and correct

Q Please describe the current corporate structure of IBFA

A IBFA is a limited liability company organized under the laws of the State of Michigan

Q Does IBFA possess the requisite managerial, financial, and technical abilities to provide the services for which it has applied for authority?

A Yes, IBFA possesses the requisite managerial, financial, and technical abilities to provide the services for which it has applied for authority.



Q Please describe IBFA's financial qualifications

A As evidence of IBFA's financial qualifications and resources to offer telecommunications services in Tennessee, we submit financial information in Exhibit F

Q Please describe IBFA's managerial and technical qualifications

A The senior management of IBFA has great depth in the telecommunications industry and offer extensive technical and managerial expertise to IBFA pertaining to the telecommunications business. In evidence of managerial and technical qualifications we submit Exhibit E, which includes the biographies of IBFA's key officers

Q What services will IBFA offer?

A IBFA's initial line of local services will be comparable to that currently offered by the incumbent LECs. Initially, IBFA plans to offer basic access line service, Optional Calling Features, Directory Assistance, Directory Services, and Operator Services, as well as all services required under Chapter 1220-4-8- 04 (3) (b) and (c)

Q Will IBFA offer service to all consumers within its service area?

A Yes, IBFA will offer service to all consumers within its service area. IBFA intends to market to business and residential customers

Q Will the granting of a certificate of convenience and necessity to IBFA serve the public interest?

A Yes, the public will benefit both directly, through the use of the competitive services to be offered by IBFA and indirectly, because IBFA's presence in Tennessee will increase the incentive for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service. Granting of a certificate of convenience and necessity to IBFA will further enhance the service options available to Tennessee citizens

Q Does IBFA intend to comply with all TRA rules, statutes, and orders pertaining to the provision of telecommunications services in Tennessee, including those for disconnection and reconnection of service?

A Yes, IBFA intends to comply with all TRA rules, statutes, and orders pertaining to the provision of telecommunications services in Tennessee, including those for disconnection and reconnection of service

Q Has any state ever denied IBFA or one of its affiliates authorization to provide intrastate service?

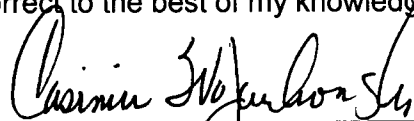
A No, IBFA has not ever been denied authority to provide intrastate service by any State or jurisdiction

Q Has any state ever revoked the certification of IBFA or one of its affiliates?

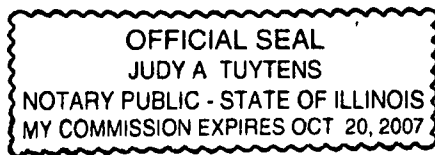
A No, IBFA's certification has not ever been revoked in any state or jurisdiction.

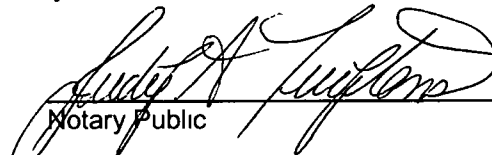
- Q Has IBFA or one of its affiliates ever been investigated or sanctioned by any regulatory authority for service or billing irregularities?
- A IBFA has not ever been investigated or sanctioned by any regulatory authority for service or billing irregularities
- Q Who is knowledgeable about IBFA's operations and will serve as IBFA's regulatory and customer service contact?
- A Casey Wojciechowski
- Q Please explain in detail IBFA's proposed procedures for responding to information requests from the TRA and its staff
- A IBFA's attorney or company staff will respond to information requests from the TRA and its staff
- Q Does this conclude your testimony?
- A Yes it does

I swear that the foregoing testimony is true and correct to the best of my knowledge.

  
\_\_\_\_\_  
Casimir Wojciechowski, President  
IBFA Acquisition Company, LLC

Subscribed and sworn before me this 20<sup>th</sup> day of May 2005.



  
\_\_\_\_\_  
Notary Public  
State of ILLINOIS  
County of Cook  
My commission expires Oct 20 - 2007

## **EXHIBIT O**

### **Interexchange Tariff**

TENNESSEE TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services within the State of Tennessee by IBFA ACQUISITION COMPANY, LLC ("Company") This Tariff is on file with the Tennessee Regulatory Authority, and copies may also be inspected, during normal business hours, at the following location.  
1850 Howard Street, Unit C, Elk Grove Village, IL 60007

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Issued

Effective.

Issued by Casimir Wojcichowski, President  
IBFA ACQUISITION COMPANY, LLC  
1850 Howard Street, Unit C  
Elk Grove Village, IL 60007

## CHECK SHEET

The title page and pages 1-39 inclusive of this Tariff are effective as of the date shown. Original and revised sheets, as named below, comprise all changes from the original Tariff in effect on the date indicated.

| <u>SHEET</u> | <u>REVISION</u> | <u>SHEET</u> | <u>REVISION</u> |
|--------------|-----------------|--------------|-----------------|
| 1            | Original        | 21           | Original        |
| 2            | Original        | 22           | Original        |
| 3            | Original        | 23           | Original        |
| 4            | Original        | 24           | Original        |
| 5            | Original        | 25           | Original        |
| 6            | Original        | 26           | Original        |
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| 8            | Original        | 28           | Original        |
| 9            | Original        | 39           | Original        |
| 10           | Original        | 30           | Original        |
| 11           | Original        | 31           | Original        |
| 12           | Original        | 32           | Original        |
| 13           | Original        | 33           | Original        |
| 14           | Original        | 34           | Original        |
| 15           | Original        | 35           | Original        |
| 16           | Original        | 36           | Original        |
| 17           | Original        | 37           | Original        |
| 18           | Original        | 38           | Original        |
| 19           | Original        | 39           | Original        |
| 20           | Original        |              |                 |

\* New or Revised Sheets

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Elk Grove Village, IL 60007

CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS

No Concurring Carriers

CONNECTING CARRIERS

No Connecting Carriers

OTHER PARTICIPATING CARRIERS

No Participating Carriers

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TARIFF FORMAT

Sheet Numbering - Sheet numbers appear in the upper right hand corner of the page. Sheets are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Sheets 3 and 4 would be numbered 3.1.

Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level.

2  
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2.1.1  
2.1.1.A  
2.1.1.A.1  
2.1.1.A.1(a)  
2.1.1.A.1(a) I  
2.1.1.A.1(a) I (i)  
2.1.1.A.1(a) I (i) (1)

Check Sheets - When a Tariff filing is made with the TRA, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision; all revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it. The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the TRA.

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Elk Grove Village, IL 60007



APPLICABILITY

This Tariff contains the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange telecommunications services within the State of Tennessee by IBFA ACQUISITION COMPANY, LLC ("Company")

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IBFA ACQUISITION COMPANY, LLC  
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Elk Grove Village, IL 60007

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EXPLANATION OF SYMBOLS

- (D) - To signify discontinued material
- (I) - To signify a rate or charge increase
- (M) - To signify material relocated without change in text or rate
- (N) - To signify new material
- (R) - To signify a reduction
- (T) - To signify a change in text but no change in rate or regulation

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Elk Grove Village, IL 60007

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## 1 TECHNICAL TERMS AND ABBREVIATIONS

For the purpose of this Tariff, the following definitions will apply.

### Access Coordination

Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on a Company or Customer provided Local Access Channel

### Administrative Change

A change in Customer billing address or contact name.

### Alternate Access

Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

### Application for Service

A standard Company order form that includes all pertinent billing, technical and other descriptive information that will enable the Company to provide a communication Service as required

### ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access

### Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications

### Bandwidth

The total frequency band, in hertz, allocated for a channel

### Bill Date

The date on which billing information is compiled and sent to the Customer

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Call

A completed connection between the Calling and Called Stations

Called Station

The telephone number called.

Calling Station

The telephone number from which a Call originates

Cancellation of Order

A Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed, or (2) if the Company has already submitted facilities orders to an interconnecting telephone company

Channel or Circuit

A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer

Company

IBFA ACQUISITION COMPANY, LLC

Company Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day. The evening rate is used unless a lower rate would normally apply. When a Call begins in one rate period and ends in another, the rate in effect in each rate period applies to the portion of the Call occurring within that rate period. In the event that a minute is split between two rate periods, the rate in effect at the start of that minute applies.

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Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

DCS

DCS means Digital Cross-Connect System.

Dedicated Access/Special Access

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

DS-0

DS-0 means Digital Signal Level 0 Service and is a 64 Kbps signal.

DS-1

DS-1 means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

DS-0 with VF Access

DS-0 Service with VF Local Access facilities provides for the transmission of analog voice and/or data within 300 Hz to 3000 Hz frequency range.

DS-0 with DDS Access

DS-0 Service with DDS Access facilities provides for the transmission of digital data at speeds 2.4, 4.8, 9.6 or 56 Kbps.

Due Date

The Due Date is the date on which payment is due.

Expedite

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval

FCC

Federal Communications TRA

Individual Case Basis (ICB)

Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

Installation

The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

Kbps

Kilobits per second

LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

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Local Access

Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

Local Access Provider

Local Access Provider means an entity providing Local Access

Local Exchange Carrier (LEC)

The local telephone utility that provides telephone exchange services

Mbps

Megabits per second

Multiplexing

Multiplexing is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa

N/A

Not available

Nonrecurring Charges

Nonrecurring Charges are one-time charges

Payment Method

The manner that the Customer designates as the means of billing charges for Calls using the Company's Service

Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service

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Primary Route

The route that in the absence of Customer-designated routing or temporary re-routing, would be used by the Company in the provision of Service

Private Line

A dedicated transmission channel furnished to a customer without intermediate switching arrangements for full-time customer use

Private Line Service

A dedicated full-time transmission Service utilizing dedicated access arrangements

Rate Center

A specified geographical location used for determining mileage measurements

Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company

Restore

To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved

Route Diversity

Two channels that are furnished partially or entirely over two physically separate routes

Service

Service means any or all Service(s) provided pursuant to this Tariff

Service Commitment Period

The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years

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Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular Service offerings that the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

Start of Service Date

The Requested Service Date or the date Service first is made available by the Company whichever is later

Tariff

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the TRA

TRA

Tennessee Regulatory Authority

Transmission Speed

Data transmission speed or rate, in bits per seconds (bps).

Two-Way Conversation

A Two-Way Conversation is a telephone conversation between or among two or more parties

VF

VF is voice frequency or voice-grade Service designed for private-line Service. Normal transmission is in the 300 hertz to 3000-hertz frequency band

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## 2. RULES AND REGULATIONS

### 2 1 Description and Limitations of Services

- 2 1 1. Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff
- 2 1 2 Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases, of capacity, if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists
- 2 1 3 Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning
- 2 1 4 Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.1 5 Service may be discontinued after five business days written notice to the Customer if
- 2 1 5 A the Customer is using the Service in violation of this Tariff; or
- 2.1 5 B the Customer is using the Service in violation of the law or TRA regulation
- 2 1.6 Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.

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- 2 1 7. Service will be provided until canceled, by the Customer on not less than thirty (30) days' written notice from the date of postmark on the letter giving notice of cancellation
- 2 1 8 Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 number issued by the Company to its Customers
- 2 1 9 The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company
- 2 1 10 Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notice may be given orally or in writing to the persons whose names and business addresses appear on the executed Service order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the executed Service order, notice shall be given to the last known business address of Customer or, as appropriate

## 2 2 Other Terms and Conditions

- 2 2 1 The name(s) of the Customer(s) desiring to use the Service must be stipulated in the Application for Service
- 2 2 2 The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2 2.3 below
- 2 2 3 Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision

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- 2 2 4 A Customer shall not use any service-mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2 2 5 In the event suit is brought or any attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- 2.2.6 The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.
- 2 2 7 The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.
- 2 2 8 Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders")
- 2 2 9 If an entity other than the company (e g , another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.
- 2 2 10 The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Company or Customer as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.

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2 3 Liability

- 2 3 1 Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.
- 2 3 2 With respect to the Services contained herein and except as otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.
- 2 3 3 The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.
- 2 3 4 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall comply with applicable LEC signal power limitations.
- 2 3 5 The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.

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- 2 3 6 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.
- 2 3 7. The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects") Defects caused by or contributed to, directly or indirectly, by any act or omission of Customer or its customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, or sold by third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THE COMPANY'S LIABILITY, IF ANY, WITH REGARD TO THE DELAYED INSTALLATION OF THE COMPANY'S FACILITIES OR COMMENCEMENT OF SERVICE SHALL NOT EXCEED \$1,000. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY, THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

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- 2 3 8 With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company liability, if any, will be limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) the sum of \$1,000 00
- 2 3 9 In the event parties other than Customer (e g , Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2 3 10 In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer, or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges

2 4. Cancellation of Service by a Customer

- 2 4 1 If a Customer cancels a Service Order before the Service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer
- 2 4 2 Upon thirty (30) days' prior written notice, either Customer or Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications TRA, or other local, state or federal government authority.

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## 2.5 Cancellation for Cause by the Company

- 2 5 1 Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon five business days written notification to the Customer, except in extreme cases, without incurring any liability, immediately discontinue the furnishing of such Service. The written notice may be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.
- 2 5 2 Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer upon five business days written notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services under the following circumstances, except under extreme cases where the customer may be disconnected immediately and without notice:
- 2.5 2 A if the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications Services or its planned use of Service(s);
- 2 5 2 B if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);
- 2 5 2 C if the Customer states that it will not comply with a request of the Company for reasonable security for the payment for Service(s),
- 2 5 2 D if the Customer has been given five business days written notice in a separate mailing by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's communications Services to which the Customer either subscribes or had subscribed or used,
- 2 5 2 E in the event of unauthorized use

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2.5.2 F. following the disconnection of service for any of these reasons, the Company or the local exchange utility acting as Company agent, will notify the telephone user/customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where an end user/customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the end user's/customer's last known address and in compliance with the TRA's rules.

2.5.3. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

## 2.6 Credit Allowance

2.6.1 Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service that is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.

2.6.2 No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.

2.6.3 No credit shall be allowed.

2.6.3 A For failure of services or facilities of Customer, or

2.6.3 B For failure of services or equipment caused by the negligence or willful acts of Customer.

2.6.4 Credit for an interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.

2.6.5 Credits are applicable only to that portion of Service interrupted.

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- 2 6 6 For purposes of credit computation, every month shall be considered to have 720 hours
- 2 6 7 No credit shall be allowed for an interruption of a continuous duration of less than two hours
- 2 6 8 The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

2 7 Use of Service

- 2 7 1. The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2 3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2 7 2 Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
- 2 7.2 A. One joint user or Authorized User must be designated as the Customer.

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2 7 2 B All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User that has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service

2 7.3 In addition to the other provisions in this Tariff, Customers reselling Company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.

2 7 4 Service furnished by the Company shall not be used for any unlawful or fraudulent purposes

2 7 5 The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges

## 2 8 Payment Arrangements

2 8.1. The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or Authorized Users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public

2 8.2 The Company's bills are due upon receipt. Amounts not paid within 30 days from the Bill Date of the invoice will be considered past due. Customers will be assessed a late fee on past due amounts in the amount not to exceed the maximum lawful rate under applicable state law. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash

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- 2 8 3 In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors (A) the Customer's payment history (if any) with the Company and its affiliates, (B) Customer's ability to demonstrate adequate ability to pay for the Service, (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (D) information relating to Customer's management, owners and affiliates (if any)
- 2 8 4 Disputes with respect to charges must be presented to the Company in writing within thirty days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer
- 2 8 5. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC
- 2 8 6 In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred
- 2 8 7 Company will not require deposits or advance payments by Customers for Services

2 9 Assignment

- 2 9 1 The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company

2 10 Tax and Fee Adjustments

- 2 10 1 All state and local taxes (i.e , gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates
- 2 10 2 If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such municipality Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge

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- 2 10 3 If at any future time a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such county or other taxing authority. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.
- 2 10 4 When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate or intrastate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate or intrastate access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the interstate or intrastate telecommunications service provided to and billed to an end user/customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.
- 2 10 5 When any municipality, or other political subdivision, local agency of government, or department of public utilities imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or regulatory fee, such taxes and fees shall, insofar as practicable, be billed pro rata to the Company's Customers receiving service within the territorial limits of such municipality, other political subdivision, local agency of government, or public utility TRA.
- 2 10 6 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amount it is required by governmental or quasi-government authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for use of their payphones to access the Company's services.

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**2 11 Method for Calculation of Airline Mileage**

2 11 1 The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 in accordance with the following formula

$$\text{the square root of.} \quad \frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2

Example

|        | <u>V</u> | <u>H</u> |
|--------|----------|----------|
| City 1 | 5004     | 1406     |
| City 2 | 5987     | 3424     |

$$\text{the square root of} \quad \frac{(5004-5987)^2 + (1406-3424)^2}{10}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number, therefore, the airline mileage for this example is 710 miles.

**2 12 Time of Day Rate Periods**

2 12 1 Time of Day Rate Periods are determined by the time of day at the location of the Calling Station

The rates shown in Section 4 apply as follows:

|                   |  |
|-------------------|--|
| DAY               | From 8 01 AM to 5:00 PM Monday - Friday  |
| EVENING           | From 5 01 PM to 11 00 PM Monday - Friday and Sunday  |
| NIGHT/<br>WEEKEND | From 11 01 PM to 8 00 AM Everyday<br>From 8 01 AM to 11 00 PM Saturday<br>From 8 01 AM to 5 00 PM Sunday |

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**2 13    Special Customer Arrangements**

2 13 1 In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, Installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

**2 14.   Inspection**

2 14 1 The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

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**3      DESCRIPTION OF SERVICES****3 1      Wide Area ("WATS") and Message ("MTS") Toll Services**

3 1 1      The Company offers WATS and MTS intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customers Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

**3 2.      Switched Inbound Service**

3 2 1      Switched inbound service permits inward calling (via 800 codes) to a specific location utilizing premium switched, Feature Group D access on both ends.

**3 3      Dedicated Inbound Service**

3.3 1      Dedicated inbound service permits inward calling (via 800 codes) to a specific location featuring the use of a dedicated, special access type connection on the terminating end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

**3 4      Switched Outbound Service**

3 4 1      Switched outbound services permits outward calling utilizing premium switched Feature Group D access on both the originating and terminating ends.

**3 5      Dedicated Outbound Service**

3 5 1      Dedicated outbound service permits outward calling to stations in diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection on one end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

**3 6      Calling Card Service**

3 6 1      The Company's Calling Card Service is a customized calling card service with features including voice response or touch-tone dialing. Customers may pay both a per card surcharge and a measured usage charge for each call. Customers access the service through an "800" number established by the Company.

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## 3.7 Timing of Calls

3.7.1 Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.

3.7.2 Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is thirty (30) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in six (6) second increments and rounded to the next higher six (6) second period.

3.8 Minimum Call Completion Rate

3.8.1 A Customer can expect a call completion rate of not less than 90% during peak use periods for all services.

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**4      RATES AND CHARGES****4.1.    Usage Rates**

4 1 1    The following are usage charges which apply to all calls.

4 1 2    Customers shall incur an additional activation fee of \$1 50, along with a monthly recurring billing charge equal to \$1 50

4.1 3.   Customers will incur a \$5 00 monthly service charge. The Company may waive this charge for all Farm Bureau® members

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4 2 1+ Switched Inbound Usage RatesDAY/EVENING/NIGHT/WEEKEND

| Mileage | Initial 18 Seconds | Additional 6 Seconds |
|---------|--------------------|----------------------|
| ALL     | \$0 0297           | \$0.0099             |

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4 3 Dedicated Inbound Usage Rates

Reserved for future use

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4 4 Switched Outbound Usage Rates**DAY/EVENING/NIGHT/WEEKEND**

| <b>Mileage</b> | <b>Initial 18 Seconds</b> | <b>Additional 6 Seconds</b> |
|----------------|---------------------------|-----------------------------|
| ALL            | \$0 0207                  | \$0 0069                    |

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4 5 Dedicated Outbound Usage Rates

Reserved for future use

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4 6 Calling Card Usage RatesDAY/EVENING/NIGHT/WEEKEND

| Mileage | Initial 60 Seconds | Additional 6 Seconds |
|---------|--------------------|----------------------|
| ALL     | \$0 1390           | \$0 0139             |

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**4 7    Special Promotional Offering**

4 7 1    The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage when approved by TRA. Company will not have special promotional offerings for more than 90 days in any 12-month period. In all such cases, the rates charged will not exceed those specified in Section 4 hereof

**4 8    Emergency Calls**

4 8 1    Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company

**4 9    Payphone Use Service Charge**

4 9 1    A Payphone Use Service Charge applies to each completed interLATA and intraLATA non-sent paid message made over a pay phone owned by a utility or Customer Owned Pay Telephone (COPT) Service. This includes calling card service, collect calls, calls billed to a third number, completed calls to Directory Assistance and Prepaid Card Service calls. This charge is collected on behalf of the pay phone owner. All Customers will pay the Company a per call service charge of \$0.29

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**4 10 Universal Connectivity Charge**

4 10 1 Services provided pursuant to this tariff are subject to an undiscountable monthly Universal Connectivity Charge. This monthly service charge is a percent of the Customer's total net intrastate, interstate and international charges, after application of all applicable discounts and credits, equal to the current FCC Contribution Factor.

4 10 1.A The Company will waive the Universal Connectivity Charge with respect to specifically identified Company charges to the extent that the Customer demonstrates to the Company's reasonable satisfaction that

- 1 the Customer has filed a Universal Service Worksheet with the Universal Service Administrator covering the twelfth month prior to the month for which the Customer seeks the waiver,
- 2 the charges with respect to which the waiver is sought are for services purchased by Customer for resale, and
3. the Customer will file a Universal Service Worksheet with the Universal Service Administrator in which the reported billed revenues will include all billed revenues associated with the Customer's resale of services purchased from the Company.

4 10 1 B The Universal Connectivity Charge will not be waived with respect to:

- 1 charges for services purchased by the Customer for its own use as an end user, or
- 2 charges for which the bill date is on, prior to, or within fifteen days after, the date on which the Customer applies for a waiver with respect to those charges

**4 11 Rates Applicable for Hearing/Speech Impaired Persons**

4 11 1 A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive upon request credit on charges for all intrastate-interLATA toll calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be 50% of the billed charges.

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